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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

8 BBC GROUP NV LLC, a Nevada Limited
Liability Company,

9 Plaintiff/Counterclaim
10 Defendant,

11 vs.

12 ISLAND LIFE RESTAURANT GROUP
LLC, a Washington Limited Liability
Company; ALEX PRINDLE, a Washington
13 Resident BRIAN O'CONNOR, a Washington
Resident,

14 Defendant/Counterclaim
15 Plaintiff.

No. C18-1011 RSM

STIPULATED PROTECTIVE ORDER

16 1. PURPOSES AND LIMITATIONS

17 Discovery in this action is likely to involve production of confidential, proprietary, or
18 private information for which special protection may be warranted. Accordingly, the parties
19 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The
20 parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
21 protection on all disclosures or responses to discovery, the protection it affords from public
22 disclosure and use extends only to the limited information or items that are entitled to confidential
23 treatment under the applicable legal principles, and it does not presumptively entitle parties to
24 file confidential information under seal.
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1 This stipulation is not an agreement that any particular document or category of
2 documents is discoverable, but is intended to protect only those documents that are produced and
3 which are entitled to protection.

4 2. "CONFIDENTIAL" MATERIAL

- 5 1. "Confidential" material shall include the following documents and tangible things
6 produced or otherwise exchanged: Company records that identify non-parties and
7 their personal information
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9 2. Confidential information in personnel files. This designation includes, but is not
10 limited to, such categories of information as medical information, social security
11 numbers, financial information, unlisted phone numbers, and other nonpublic
12 personal identifiers as are protected by statute, or personal information as
13 protected by Art. I, sec. 7 of the Washington Constitution.
14 3. Proprietary and confidential business information, as contemplated by
15 Fed.R.Civ.P. 26(c)(1)(G), including.
16 a. Company policies and procedures,
17 b. Competitive information of the company, including business models and
18 business plans, to the extent that they do not reveal trade secrets and
19 sensitive proprietary or financial information with a potential negative
20 impact on associated business interests and are not directly relevant to the
21 central issues of the case, and
22 c. Operating Agreements and Amendments thereto, share transfer letters of
23 intent or agreements, meeting minutes of the companies, to the extent that
24 they do not reveal trade secrets, sensitive proprietary or financial
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1 information that may have negative impact on associated business
2 interests and are not directly relevant to the central issues of the case

3 4. Financial and banking information from any party.

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5 3. SCOPE

6 The protections conferred by this agreement cover not only confidential material (as
7 defined above), but also (1) any information copied or extracted from confidential material; (2)
8 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
9 conversations, or presentations by parties or their counsel that might reveal confidential material.
10 However, the protections conferred by this agreement do not cover information that is in the
11 public domain or becomes part of the public domain through trial or otherwise.

12 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

13 4.1 Basic Principles. A receiving party may use confidential material that is disclosed or
14 produced by another party or by a non-party in connection with this case only for prosecuting,
15 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
16 the categories of persons and under the conditions described in this agreement. Confidential
17 material must be stored and maintained by a receiving party at a location and in a secure manner
18 that ensures that access is limited to the persons authorized under this agreement.

19 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
20 the court or permitted in writing by the designating party, a receiving party may disclose any
21 confidential material only to:

22 (a) the receiving party's counsel of record in this action, as well as employees of counsel
23 to whom it is reasonably necessary to disclose the information for this litigation;
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1 (b) the officers, directors, and employees (including in house counsel) of the receiving
2 party to whom disclosure is reasonably necessary for this litigation, unless a particular document
3 or material produced is for Attorney's Eyes Only and is so designated;

4 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation
5 and who have agreed in writing to be bound by this protective order;

6 (d) the court, court personnel, and court reporters and their staff;

7 (e) copy or imaging services retained by counsel to assist in the duplication of confidential
8 material, provided that counsel for the party retaining the copy or imaging service instructs the
9 service not to disclose any confidential material to third parties and to immediately return all
10 originals and copies of any confidential material and that the copy service agree in writing to be
11 bound by this protective order;

12 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
13 necessary and who have agreed in writing to be bound by this protective order, unless otherwise
14 agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony
15 or exhibits to depositions that reveal confidential material must be marked as "Confidential" or
16 Attorney's eyes only separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this agreement;

18 (g) the author or recipient of a document containing the information or a custodian or
19 other person who otherwise possessed or knew the information.

20 4.3 Filing Confidential Material. Before filing confidential material or discussing or
21 referencing such material in court filings, the filing party shall confer with the designating party
22 to determine whether the designating party will remove the confidential designation, whether the
23 document can be redacted, or whether a motion to seal or stipulation and proposed order is
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1 warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards
2 that will be applied when a party seeks permission from the court to file material under seal.

3 4.4 Pursuant to Section 6.3 below, where there is a challenge to the designation of a
4 document as Confidential, all parties shall continue to maintain the material in question as
5 Confidential until the Court rules on the challenge. If the parties are unable to resolve the dispute,
6 then the designating party may file and serve a motion to retain confidentiality, under LCR 7,
7 within ten (10) days of the meet and confer.

8 4.5 In the event that the protected or confidential status of a document is challenged
9 shortly before a motion, response or reply is to be filed, so that there may not be adequate time
10 to resolve the issue, the Parties agree that the challenged documents will be submitted to the
11 Court under seal, in accordance with Local Civil Rule 5(g), until such time as the Court rules on
12 the Confidential designation, the type of document challenged, and the proper way to handle such
13 document based on admissibility of the document in the motion. Depending on the outcome of
14 the designation challenge, the Confidential document may then be subject to filing under seal
15 upon the Court's permission or direction.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or
18 non-party that designates information or items for protection under this agreement must take care
19 to limit any such designation to specific material that qualifies under the appropriate standards.
20 The designating party must designate for protection only those parts of material, documents,
21 items, or oral or written communications that qualify, so that other portions of the material,
22 documents, items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
3 unnecessarily encumber or delay the case development process or to impose unnecessary
4 expenses and burdens on other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated
6 for protection do not qualify for protection, the designating party must promptly notify all other
7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement
9 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
10 disclosure or discovery material that qualifies for protection under this agreement must be clearly
11 so designated before or when the material is disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or electronic documents and deposition
13 exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the
14 designating party must affix the word "CONFIDENTIAL" to each page that contains confidential
15 material. If only a portion or portions of the material on a page qualifies for protection, the
16 producing party also must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 (b) Designation as "FOR ATTORNEY'S EYES ONLY": A party may designate
19 information as "ATTORNEY'S EYES ONLY" only if, in the good faith belief of such party and
20 its counsel, the information is among that considered to be most sensitive by the party, including
21 but not limited to trade secrets or other confidential research, development, financial or other
22 commercial information. Information designated "ATTORNEY'S EYES ONLY" must be
23 viewed only by counsel (as defined in paragraph 4.2(a) of the receiving party), and in rare
24 circumstances, by independent experts (as defined in paragraph 4.2(c) of the receiving party)
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1 only when absolutely necessary, and only where the expert has agreed to non-disclosure to
2 anyone but the attorneys. Under no circumstance should information designated “ATTORNEY’S
3 EYES ONLY” be disclosed to the receiving party. This designation should be used sparingly
4 and only for truly sensitive, proprietary/confidential business information.

5 (c) Testimony given in deposition or in other pretrial or trial proceedings: the parties
6 must identify on the record, during the deposition, hearing, or other proceeding, all protected
7 testimony, without prejudice to their right to so designate other testimony after reviewing the
8 transcript. Any party or officer, manager, or employee of the Parties may, within fifteen days
9 after receiving a deposition transcript, designate portions of the transcript, or exhibits thereto, as
10 confidential, and provide the level of intended confidentiality.

11 (d) Other tangible items: the producing party must affix in a prominent place on the
12 exterior of the container or containers in which the information or item is stored the word

13 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
14 protection, the producing party, to the extent practicable, shall identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
16 designate qualified information or items does not, standing alone, waive the designating party’s
17 right to secure protection under this agreement for such material. Upon timely correction of a
18 designation, the receiving party must make reasonable efforts to ensure that the material is treated
19 in accordance with the provisions of this agreement.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
22 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
24 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
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1 challenge a confidentiality designation by electing not to mount a challenge promptly after the
2 original designation is disclosed.

3 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
4 regarding confidential designations without court involvement. Any motion regarding
5 confidential designations or for a protective order must include a certification, in the motion or
6 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
7 conference with other affected parties in an effort to resolve the dispute without court action. The
8 certification must list the date, manner, and participants to the conference. A good faith effort to
9 confer requires a face-to-face meeting or a telephone conference.

10 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
11 intervention, the designating party may file and serve a motion to retain confidentiality under
12 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). If the receiving
13 party has provided written notice that it intends to file documents designated as confidential in
14 support of a motion, and a meet and confer is subsequently held, and the parties cannot resolve
15 the challenge to confidentiality, and the designating party then fails to bring a motion to retain
16 confidentiality within 10 days of the meet and confer, it shall be considered a waiver of the
17 designation of confidentiality, unless good cause is shown. The burden of persuasion in any such
18 motion shall be on the designating party. Frivolous challenges, and those made for an improper
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
20 expose the challenging party to sanctions. All parties shall continue to maintain the material in
21 question as confidential until the court rules on the challenge.

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23 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION
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1 If a party is served with a subpoena or a court order issued in other litigation that compels
2 disclosure of any information or items designated in this action as "CONFIDENTIAL," that party
3 must:

4 (a) promptly notify the designating party in writing and include a copy of the subpoena
5 or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
7 other litigation that some or all of the material covered by the subpoena or order is subject to this
8 agreement. Such notification shall include a copy of this agreement; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
10 designating party whose confidential material may be affected.

11 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
13 material to any person or in any circumstance not authorized under this agreement, the receiving
14 party must immediately (a) notify in writing the designating party of the unauthorized
15 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
16 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
17 this agreement, and (d) request that such person or persons execute the "Acknowledgment and
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 20 PROTECTED MATERIAL

21 When a producing party gives notice to receiving parties that certain inadvertently
22 produced material is subject to a claim of privilege or other protection, the obligations of the
23 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
24 provision is not intended to modify whatever procedure may be established in an e-discovery
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1 order or agreement that provides for production without prior privilege review. Parties shall
2 confer on an appropriate non-waiver order under Fed. R. Evid. 502.

3 10. NON TERMINATION AND RETURN OF DOCUMENTS

4 Within 60 days after the termination of this action, including all appeals, each receiving
5 party must return all confidential material to the producing party, including all copies, extracts
6 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
7 destruction.

8 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
9 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
10 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
11 work product, even if such materials contain confidential material.

12 The confidentiality obligations imposed by this agreement shall remain in effect until a
13 designating party agrees otherwise in writing or a court orders otherwise.

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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16 DATED: 03/26/19

s/ Nihat Deniz Bayramoglu
Attorneys for Plaintiff

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18 DATED: 03/26/19

s/ Marc Rosenberg
Attorneys for Defendant

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21 PURSUANT TO STIPULATION, IT IS SO ORDERED this 27th day of March 2019.

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23 RICARDO S. MARTINEZ
24 CHIEF UNITED STATES DISTRICT JUDGE
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